

6.08 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of all other Parties to provide Busy Line Verification ("BLV") and Busy Line Verification Interrupt ("BLVI") services on calls between their respective end users.

6.09 BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over inward operator services trunks.

6.10 If any Party purchases BLV or BLVI service, each Party shall charge for the provision of such service at the rates contained in their respective tariffs.

6.11 911 and E911 Service.

a. BellSouth shall provide a list consisting of each municipality in the Territory that subscribes to Basic 911 service. The list will also provide the E911 conversion date and for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911-service. The Companies shall arrange to accept 911 calls from their customers in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as specified on the list provided by BellSouth and route such call to BellSouth at the appropriate tandem or end office.

b. When a municipality converts to E911 service, the Companies shall discontinue the Basic 911 procedures and begin the E911 procedures. The Companies shall connect the necessary trunks to the appropriate E911 tandem(s). If a municipality has converted to E911 service, the Companies shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth.

c. In order to ensure the proper working of the system and accurate customer data, the Companies shall provide daily updates to the E911 data-base. BellSouth shall use best faith efforts to work with the Companies to define record layouts, media requirements, and procedures for this process. BellSouth will incorporate all updates received within 24 hours of receipt. BellSouth shall provide the capability for the Companies to transmit E911 information by file transfer to BellSouth's database facility or that of its agent.

d. Where BellSouth is responsible for maintenance of the E-911 database and is compensated for maintaining the Company's information by the municipality, it shall not also be entitled to compensation from the Company, for the same function.

6.12 MSAG. BellSouth shall provide to the Companies at no charge an initial Master Street Address Guide and quarterly updates by NPA, NXX or county.

6.13 Directory Listings and Directory Distribution.

a. Subject to execution of an agreement between BellSouth's affiliate, BellSouth Advertising and Publishing Co. ("BAPCO"), and the Companies attached as Exhibit B, the

execution thereof to be a condition precedent to the effectiveness of this Agreement, (1) the Companies' customers' primary listings shall be included in the appropriate white page (residence and business listings) or alphabetical directories, as well as the directory assistance data-base, (2) the Companies' business subscribers' listings will be included in all appropriate Yellow Pages or classified directories, and (3) copies of directories shall be delivered to Companies' customers; all without charge.

b. BellSouth shall provide the Companies with a magnetic tape or computer disk containing the proper format to employ in submitting directory listings and daily updates. The Companies shall provide BellSouth with its directory listings and daily updates to those listings (including new, changed and deleted listings) in a mutually acceptable format. BellSouth shall include the Company's customers in directory assistance databases associated with the areas in which each Company provides Exchange Services to such customers within the same time frame as it includes its own customers in such databases.

6.14 Number Portability.

a. The Parties agree to provide interim Service Provider Number Portability ("SPNP") on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding ("RCF") or Direct Inward Dialing ("DID"). SPNP shall operate as follows:

b. A customer of Party A elects to become a customer of Party B. The customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon documentation to be agreed upon by the parties and an associated service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone numbers(s) will be automatically forwarded on a multiple-path basis to (a) new telephone number(s) designated by Party B within the same area where the original NXX code is used. Party A will route the forwarded traffic to Party B over the appropriate trunks as if the call was a call which had originated on Party A's network.

c. Party B will become the customer of record for the original Party A telephone numbers subject to the RCF arrangements. Party A will provide Party B a single consolidated master billing statement for all collect and billed-to 3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered via paper, electronic file transfer, daily magnetic tape or monthly magnetic tape (for which monthly option there shall be no charge). Party A shall provide to Party B the EMR detailed records associated with the calls reflected on the master billing statement.

d. Party A may cancel line-based calling cards and will, as directed by Party B, update its Line Information Database ("LIDB") listings for retained numbers subject to RCF, subject to execution of the LIDB storage agreement in the form attached as Exhibit C.

e. Within two (2) business days of receiving notification from the customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to the customer's instructions regarding its telephone number(s). Party A will reinstate service to the customer, cancel the RCF arrangement, or redirect the RCF arrangement pursuant to the customer's instructions at that time. Nothing herein shall preclude the customer or a third party with proper approval, or Party A, from dealing directly with the customer and carrying out the foregoing at the direction of the customer.

f. The Parties will migrate from RCF or DID to Permanent Number Portability as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.

g. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as follows:

1. Residential Services - \$1.15 per line, including 6 call paths;
 2. Business Service - \$2.25 per line, including 10 call paths;
- and
3. Each additional path - \$.50.

h. DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge (subject to Paragraph 6.14(i)) applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

i. The Parties hereby agree to negotiate in good faith for a period of 30 days from the effective date of this Agreement with respect to the recurring and non-recurring charges, if any, for SPNP through DID. For this purpose, BellSouth shall provide Companies with its relevant cost studies, subject to applicable non-disclosure obligations. In the event that the Parties are unable to agree upon the applicable charges, the issue shall be resolved in accordance with the process set forth in Article XX.

j. Upon the final adoption of FCC regulations issued pursuant to Section 251(b)(2) of the Act, the Parties agree to comply with such regulations.

6.15 Unbundling. Upon request from the Companies, BellSouth will provide the Companies nondiscriminatory access to any and all network elements on an unbundled basis at any technically feasible point. Rates, terms and conditions for unbundled elements will be agreed to at the time of request pursuant to Section 252 (d)(1). The Parties agree that BellSouth will provide, if requested by the Companies, the items listed, without limitation, on Exhibit D hereto. BellSouth may add additional services at any time during the term of this Agreement upon written notice to the Companies.

6.16 Access to Poles, Ducts, Conduits and Rights of Way. BellSouth agrees to provide to the Companies, pursuant to 47 U.S.C. § 224, as amended by Section 703 of the Act, nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by BellSouth.

6.17 Service Orders. BellSouth agrees that upon receiving a service order from the Company (which may be transmitted by any means accepted as reliable in the industry) for any customer of BellSouth who wishes to disconnect its service and receive the Company's service, it shall complete the disconnect and provision RCF or DID, if applicable, within 24 hours of BellSouth's receipt of the service order assuming that the necessary DID trunks have already been installed. Whenever possible, disconnects shall be coordinated between the Parties to avoid breaks in service to the end user.

6.18 Disconnection of Customers. BellSouth shall accept any requests from a Company to disconnect the service of an existing BellSouth end user, except for BellSouth Public and Semipublic telephone service, subject to effective contracts with location providers. BellSouth will not require end user confirmation prior to disconnecting the end user's service. BellSouth will accept a request directly from an end user for conversion of the end user's service from a Company to BellSouth or will accept a request from another ALEC for conversion of the SPNP service associated with an end user's service charge from Company to the ALEC. BellSouth will notify the Company that such a request has been processed. This Paragraph 6.18 shall be subject to Section 258(a) and (b) of the Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. The Companies and BellSouth shall each execute a blanket letter of authorization for each State substantially in the form attached as Exhibit E hereto with respect to customer disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however that such processes shall comply with applicable State and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Presubscribed Interexchange Carriers (PIC) changes.

6.19 Dialing Parity. The Parties will ensure that the customers of the other shall not have to dial additional digits or incur dialing delays in order to complete calls as a result of Interconnection.

6.20 Non-Published Numbers. The Parties will reciprocally provide their respective numbers and contact names for their non-published bureaus so that each Party's operators will have the capability to contact the other in order to request that a Party's operator notify that Party's end user with a non-published number of an urgent call or emergency at the request of an user of the other Party.

6.21 Resale. BellSouth agrees to offer to the Companies for resale all telecommunications services that it offers to retail customers (other than limited promotional offers and grandfathered services that are no longer available to new customers, lifeline or link up services, contract service arrangements, installment billing options, 911 and E911 services, interconnection for mobile service providers, services with legislatively or Commission-mandated special discounts) at its retail prices less the avoided costs referred to in Section 252(d)(3) of the Act, which shall be determined by subsequent agreement of the Parties. Nothing herein shall preclude the parties from agreeing that there are no such avoided costs. If at any time during the term of this Agreement a Commission or court of competent jurisdiction makes a final determination of avoided costs for that particular State, then that determination shall prevail for purposes of this Paragraph unless the Parties previously agreed upon avoided costs. If the Parties cannot agree upon avoided costs, then either Party may invoke the process set forth in Article XX for resolution of the issue.

6.22 Parties' Intent. It is the intent of the Parties that the items included in this Article VI and Exhibit D shall comply with the requirements of Sections 251, 252 and 271 of the Act.

ARTICLE VII CONFIDENTIALITY OF DIRECTORY ASSISTANCE AND WHITE PAGES LISTINGS.

BellSouth and its Affiliates will afford the Companies' directory listings information the same level of confidentiality which BellSouth affords its own directory listing information, and BellSouth shall ensure that access to Companies' customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use the Companies' directory listings for the marketing of BellSouth's telecommunications services.

ARTICLE VIII RESPONSIBILITIES OF THE PARTIES

8.01 At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner.

8.02 The Parties agree to exchange such reports and/or data as required by Article V of this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of usage reports or the other Party's PLU and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The audit may include review of the data described in Paragraphs 5.04 and 5.05 of this Agreement, no Party shall have access to the data of the Party subject to the audit, but shall rely upon similar results provided by the independent auditor. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports from the audited party.

8.03 The Companies shall provide BellSouth with monthly service projections including, without limitation, busy hour usage for BellSouth's access capacity. BellSouth shall manage its network in order to accommodate the Companies' projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

8.04 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.05 The Companies shall be responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.06 All Parties shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;
- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;
- e. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks;
- f. Provide each other with a trouble reporting number that is readily accessible and available 24 hours per day 7 days a week;

g. Provide to each other test-line numbers and access to test lines for the purposes of testing trunking.

8.07 Bilateral Agreements. The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures not covered by this Agreement. The Parties will use their best efforts to finalize such agreement within 90 days of the effective date of this Agreement.

8.08 Trouble Reports. The Parties will cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

8.09 The Parties will provide their respective billing contact numbers to one another.

ARTICLE IX. TRUNK FORECASTING

9.01 The Parties shall work towards the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other semi-annually. The semi-annual forecasts shall include:

a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years;

b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

c. A description of major trunk capacity additions anticipated for the following six months.

9.02 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

ARTICLE X. GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Company end office and BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

ARTICLE XI. TRUNK SERVICING

11.01 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

11.02 All Parties shall work cooperatively to manage the capacity of Local Interconnection Trunk Groups. Any Party may send another an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within 5 business days after receipt of the ASR, upon review of and in response to the ordering Party's ASR, to begin the provisioning process.

11.03 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

11.04 Service provided for in an ASR shall be installed within 14 business days of receipt of the ASR.

11.05 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Article XI due to a *bona fide* end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall issue its FOC and DLR and install service within the requested interval, subject to resource and facilities availability.

11.06 The Companies shall be responsible for engineering their networks on their side of the POI. BellSouth shall be responsible for engineering the POI and its network on its side of the POI.

ARTICLE XII. NETWORK MANAGEMENT

12.01 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

12.02 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

12.03 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

ARTICLE XIII.
FORCE MAJEURE

No Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party; regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by another Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Parties, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease.

ARTICLE XIV.
GOVERNING LAW

This Agreement shall be governed by the laws of the States in the Territory, as applicable to performance hereof in each such state, and federal law, as applicable, including the Act.

ARTICLE XV.
LIMITATION OF LIABILITY AND INDEMNITY

15.01 No Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

15.02 Each Party agrees, and each assumes the obligation, to limit the liability of the other Parties to the customers of the first Party to the greatest extent permissible by law. Company agrees to include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers BellSouth as a provider of a portion of Company's end user services to the same extent as Company limits its own liability to its customers. BellSouth agrees to include in its tariff (if it files one in a particular State) or in any State where it does not file a local switched service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers Company as a provider of a portion of BellSouth's end user services to the same extent as BellSouth limits its own liability to its customers.

15.03 No Party hereto shall be liable for damages to the other's terminal location, POI or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to , the installation and removal of equipment or associated wiring, except to the extent caused by such Party's negligence or willful misconduct.

15.04 Each Party providing services, its affiliates and its parent company shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the other Party's customer arising from the Party's use or reliance on the other Party's services, actions, duties, or obligations arising out of this agreement.

15.05 The Parties assume no liability for the accuracy of data provided by another Party and each Party agrees to indemnify and hold harmless the others for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

15.06 No license under patents (other than the limited license to use) is granted or deemed implied with respect to any service offered by any Party pursuant to this Agreement. A Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent infringement arising solely from the use by the receiving Party of service offered pursuant to this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims.

ARTICLE XVI. RECIPROCITY OF PROVISIONS

If a provision of this Agreement by its terms applies only to one Party because it is currently inapplicable to the other, such provision shall be deemed to apply reciprocally if and when such other Party's circumstances change such that the provision becomes applicable.

ARTICLE XVII. ASSIGNMENT

This Agreement may be assigned by any Party upon sixty (60) days written notice to all Parties.

ARTICLE XVIII. DEFAULT

If either Party believes the other is in breach of this Agreement or in violation of law, it shall first give sixty (60) days' written notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth in Section XX.

XIX. NONDISCLOSURE

19.01 The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer count data and similar information (hereinafter collectively referred to as "Information". The Information shall either be in

writing or other tangible forms and clearly marked with a confidential, private or proprietary legend (except in the case of data audited pursuant to Section 8.02, which shall be subject to this Paragraph 19.01 whether or not so marked) or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. The Parties agree that the Information shall not be copied or reproduced in any form. The Parties further agree not to disclose such Information and to protect the Information from distribution, disclosure, or dissemination to anyone except employees of the Parties with a need to know such Information and which employees agree to be bound by the terms of this Article. Neither Party shall use the other Party's Information for any purpose other than the performance of this Agreement. The Parties will use the same standard of care to protect the Information received as they would use to protect their own confidential and proprietary Information.

19.02 Notwithstanding the provisions of Paragraph 19.01, the Parties agree that there will be no obligation to protect any portion of the information that is either:

- (1) made publicly available by the owner of the information or lawfully disclosed by a non-party to this Agreement;
- (2) lawfully obtained from any source other than the owner of the information; or
- (3) previously known to the receiving Party; without an obligation to keep it confidential.

19.03 Effective Date of this Section. Notwithstanding any other provision of this Agreement to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by any Party to the another in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

ARTICLE XX. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of BellSouth, its or equivalent officer, shall participate in the meeting, and the Companies' General Manager, or equivalent officer, shall participate. Thereafter, the parties shall submit any dispute that remains unresolved to arbitration conducted in the state where the default or violation allegedly occurred in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. The decision of the arbitrators shall be final and binding upon the Parties and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case. The costs of arbitration, including the fees and expenses of the arbitrators, will be shared equally by the

Parties unless the award otherwise provides. The resolution of disputes under this Article shall be consistent with the Act.

ARTICLE XXI.
ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein including, without limitation, and merges the stipulation and Agreement dated December 7, 1995 with respect to Florida, all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

ARTICLE XXII.
EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and upon said execution, shall be treated as an executed document.

ARTICLE XIII.
NOTICES AND DEMANDS

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, receipt acknowledged, or deposited, postage prepaid, in the United States mail, certified mail, return receipt requested, and addressed to such Party at the address set forth below or at such other address as either Party may specify in writing.

BellSouth Telecommunications, Inc.
675 W. Peachtree Street
Atlanta, Georgia 30375
Attention: General Attorney - Customer Operation Units

Any TWC entity:

Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112
Attention: Senior Counsel

Each Party shall inform the other of any changes in the above addresses.

ARTICLE XXIV.
MORE FAVORABLE PROVISIONS

24.01 If as a result of any proceeding before any Court, Commission, or FCC, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a State within the Territory at rates or on terms and conditions more favorable to the carrier than the applicable provisions of this Agreement, the Companies, subject to Paragraph 25.02, shall be entitled to substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement which shall apply to the same States as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreements as of the effective date thereof to such other carrier.

24.02 If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, after the waiver or exhaustion of all administrative and judicial remedies, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

24.03 The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from Companies.

ARTICLE XXV.
MISCELLANEOUS PROVISIONS

25.01 Severability. If any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby; provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

25.02 Modification. No variational modification of this Agreement and no waiver of any of its terms or conditions should be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged. The Parties acknowledge that this Agreement may be subject to change or modification by each Commission as said Commission may direct in the exercise of its jurisdiction; provided, however, that unless otherwise agreed by the Parties, any such modification shall be effective only insofar as this Agreement applies to the State of such Commission's jurisdiction. Any such Commission modification or revision necessarily required to comply with a particular state's law, rule or regulation which is consistent with the intent and purpose of this Agreement shall be reduced to writing and appended to this Agreement as an addendum and executed by all Parties affected thereby.

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

25.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: _____

Its: _____

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

25.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: *John M. [Signature]*

Its: *V.P. & General Mgr.*

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: _____

Its: _____

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

25.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: Jack W. Stanley

Its: Division President

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P

By: _____

Its: _____

DIGITAL MEDIA PARTNERS

By: _____

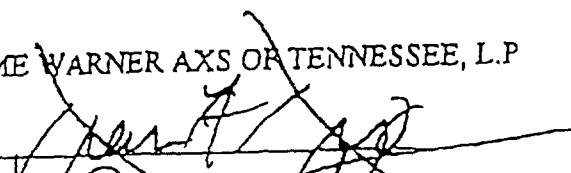
Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P

By:  _____

Its:  _____

DIGITAL MEDIA PARTNERS

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P

By: _____

Its: _____

DIGITAL MEDIA PARTNERS

By: John A. McGuire

Its: Virginia Ray Denson President

"authorized Signatory"

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P

By: _____

Its: _____

DIGITAL MEDIA PARTNERS

By: _____

Its: _____

TIME WARNER AXS OF FLORIDA, L.P.

By: Richard J. Gerstemeier

Its: Vice President, Telecom

EXHIBIT A

TIME WARNER COMMUNICATIONS ENTITIES COVERED BY AGREEMENT

Digital Media Partners
Time Warner AxS of Florida, L.P.
Time Warner Communications of North Carolina, L.P.
Time Warner AxS of Tennessee, L.P.

At any time during the term of this Agreement, the Companies may add as Parties hereto additional Affiliates that become certified in the Territory as ALECs, who shall become "Companies" hereunder, by executing an appropriate amendment to this Agreement.

EXHIBIT B

ALPHABETICAL DIRECTORY SIDE AGREEMENT

- I. CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BELLSOUTH, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format mutually acceptable to BAPCO and CARRIER. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers. BAPCO will continue yellow page advertisements purchased by customers without regard to whether they switch their local service to Company.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directly as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. Multi-line customers of CARRIER shall receive additional listings in applicable directories to the extent of and in accordance with BAPCO's usual policy with respect to multi-line customers of any LEC or ALEC. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omission in any listings published hereunder for CARRIER

subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V. BAPCO's and CARRIER'S liability, whether in contract, tort or otherwise, shall be limited to direct damages. Under no circumstances shall BAPCO be liable for indirect, incidental, special or consequential damages.
- VI. BAPCO shall provide a process whereby Carrier is afforded a reasonable time to correct its customers' alphabetical directory listings in advance of directory publication and shall have a reasonable opportunity to verify customers' listings on an ad hoc basis.
- VII. BAPCO will include, without charge, in its directory "Customer Guide" pages or comparable section of its ~~white-page~~ ^{alphabetical} directories in all areas served by Carrier, listings provided by Carrier for its installation, repair and billing information in accordance with BAPCO's generally applicable policies.
- VIII. BAPCO will afford CARRIER's directory listings information the same level of confidentiality which BAPCO affords its own directory listing information, and BAPCO shall not provide such information to other LBCs or ALECs without CARRIER'S approval, except as may be required in relation to publishing of directories.
- IX. This Side Agreement shall be subject to the term and cancellation provisions of the Agreement to which it is appended, except that BAPCO shall have the right to terminate this Side Agreement upon ninety days prior written notice given at any time following the initial two year term of the Master Interconnection Agreement between CARRIER and BellSouth.
- XI. A separate Agreement may be entered into between BAPCO and CARRIER concerning directory related issues not addressed herein

BAPCO:

BY: David W. Scobey Jr.
NAME: DAVID W. SCOBAY JR.
TITLE: EXECUTIVE VICE PRESIDENT
DATE: 5/31/96

CARRIER:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT C

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES OR
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____, ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- * Billed Number Screening
- * Calling Card Validation for Calling Cards issued by BellSouth
- * Fraud Control

II. DEFINITIONS

- 2.01. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. Calling Card number - a billing number plus PIN number assigned by BST.
- 2.05. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.